

COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

T01-0006

STIPULATED AGREEMENT

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", The Burlington Northern and Santa Fe Railway Company, hereinafter referred to as the "COMPANY", the Township of Appanoose in Hancock County hereinafter referred to as the "TOWNSHIP", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through Staff investigation that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY's tracks with a public highway known as TR-5 located near Niota, in Appanoose Township, Hancock County, Illinois, designated as crossing DOT 004 765N, milepost 230.71-M; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a staff member of the COMMISSION's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain a improvement as hereinafter stated be made and that the cost for the proposed improvement be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 The improvement encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

DOCKETED

Section 2 The TOWNSHIP, the DEPARTMENT and the COMMISSION are of the opinion that the proper improvement in the interest of public safety at the aforesaid crossing should be:

- a) the COMPANY should replace the antiquated automatic warning devices with new flashing light signals and gates, and constant warning time control circuitry;

Section 3 The COMPANY has prepared a preliminary estimate of cost which is attached as Exhibit B, to accomplish the proposed improvement which it may be required to perform; The Company shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost, and any required specifications for the proposed improvement for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvement, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be one hundred twenty (120) days, for the submission of progress reports should be six (6) months and for the completion of the proposed improvement should be twelve (12) months, from the date of COMMISSION Order subsequent to this agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvement should be:

- a) the cost to replace the antiquated automatic warning devices with new flashing light signals and gates, and constant warning time control circuitry, estimated at \$238,420, should be allocated whereby the Grade Crossing Protection Fund (Fund) should bear 50% of said project cost, not to exceed \$119,210, with the Company bearing any remaining cost after payment from the Fund, as well as all future operation and maintenance cost thereof;

Section 6 Special Provisions: The COMPANY shall file a written report with the Director of Processing within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of their portions of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reason(s) for the delay.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Bureau of Local Roads and Streets, Main Office, Illinois Department of Transportation at 2300 South Dirksen Parkway, Room 205, Springfield, Illinois, 62764. A copy of each bill for Fund reimbursement shall also be submitted to the Director of Processing and Information,

party shall be clearly marked "Final Bill". All bills shall be submitted to the DEPARTMENT and COMMISSION no later than twenty four (24) months from the date of COMMISSION Order subsequent to this agreement. Authorization for reimbursement from the Grade Crossing Protection Fund shall expire twelve (12) months after the completion date specified in the Order. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION's Order date, de-obligate all residual funds accountable for installation costs for this project.

The COMPANY shall within ninety (90) days of the date of COMMISSION's Order subsequent to this Agreement, submit to the Director of Processing, Transportation Division of the COMMISSION, the name, title, mailing address, phone number and facsimile number of a project manager.

Commission Order T99-0108 required the COMPANY to install remote monitoring equipment at all signalized public highway/rail grade crossings in Illinois. If the remote monitors have been installed at the TR-5 crossing, prior to execution of this agreement, the COMPANY shall reuse the same equipment as part of the work described hereinabove. If the remote monitors have not been installed at the TR-5 crossing, prior to execution of this agreement, the COMPANY shall do so as part of the work described hereinabove, with the installation cost divided between the COMPANY and the Grade Crossing Protection Fund per the terms set forth in Order T99-0108.

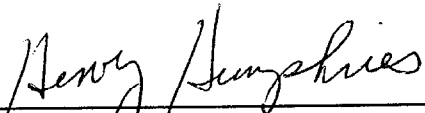
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 2nd day of June, 2000.



Michael E. Stead
Railroad Safety Program Administrator

Attest:



Henry Humphries,
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 929 concerning an improvement at the TR-5 grade crossing of The Burlington Northern and Santa Fe Railway Company's track near Niota in Appanoose Township, Hancock County, Illinois designated as crossing AAR/DOT # 004 765N, Milepost 230.71-ATSFM.

Executed by Appanoose Township, Hancock County this 16 day of June 2000.

APPANOOSE TOWNSHIP, HANCOCK
COUNTY

By: Larry Joe Plate
Road Commissioner

Attest:

Larry J. Plate
Road Commissioner

Illinois Commerce Commission Stipulated Agreement No. 929 concerning an improvement at the TR-5 grade crossing of The Burlington Northern and Santa Fe Railway Company's track near Niota in Appanoose Township, Hancock County, Illinois designated as crossing AAR/DOT # 004 765N, Milepost 230.71-ATSFM.

Executed by The Burlington Northern and Santa Fe Railway Company this 7th day of July, 2000.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By: _____

Chief Clerk

APPROVED AS TO FORM 6/29/00
Wesley

Burlington Northern Santa Fe Law Department

Attest:

Wesley P. [Signature]

Illinois Commerce Commission Stipulated Agreement No. 929 concerning an improvement at the TR-5 grade crossing of The Burlington Northern and Santa Fe Railway Company's track near Niota in Appanoose Township, Hancock County, Illinois designated as crossing AAR/DOT # 004 765N, Milepost 230.71-ATSFM.

Executed by the Department this 22nd day of January, 2001.

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

By:

James C. Slifer
Director of Highways

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line BNSF Milepost 230.71-ATSEFM Inventory # 004 765N
City (n) Niota Street TR-5 County Hancock
Jurisdiction TWP. Urban Rural XX Commercial Residential
Street Surface Oil/Chip Width 20' Condition Fair
Angle 90° Tracks Tangent Yes Degree of Curve -- Superelevation --
Depth of Cut Height of Fill

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		Main	FDT	31'-8"	Fair
7'-8"	Level				
		Cross.	FDT	31'-8"	Fair
8'-0"					
		Main	FDT	31'-8"	Fair

Intersecting Roads 100' 200' RT-96

Traffic Control Devices Present Stop signs at RT-96

ADT 150 Speed unposted Statewide Yes

Schoolbuses Yes Hazardous Materials Yes Other

Rail Traffic: Ft. 40 @ 70 mph Pass. 2 @ 79 mph Switch

Simultaneous Movements Yes Daylight and Dark Yes

Present Protection Old AFLS/Gates

Advance Warning Signs Yes Pavement Marking No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A		N/A	
NW	N/A		N/A	
SE	N/A		N/A	
SW	N/A		N/A	

Approach Grades

North	<u>Meets</u>	<u>92 %</u>	<u>Ill.</u>	<u>Adm. %</u>	<u>Code</u>	<u>1535 %</u>
South	<u>"</u>	<u>" %</u>	<u>"</u>	<u>" %</u>	<u>"</u>	<u>" %</u>

Comments: _____

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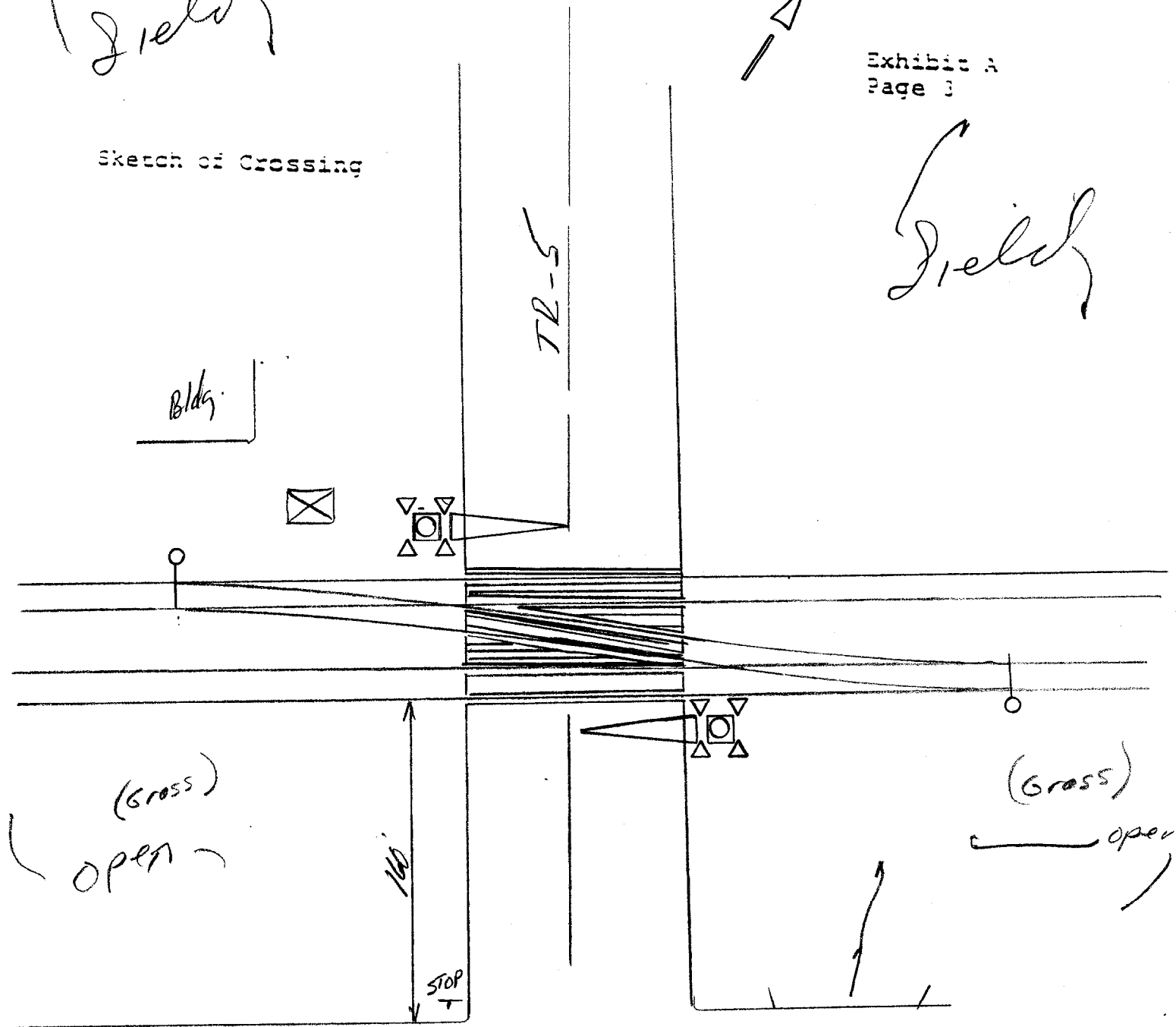
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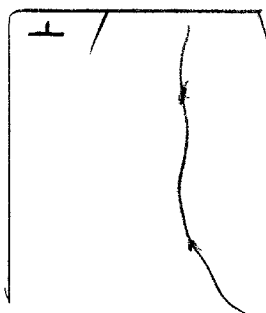
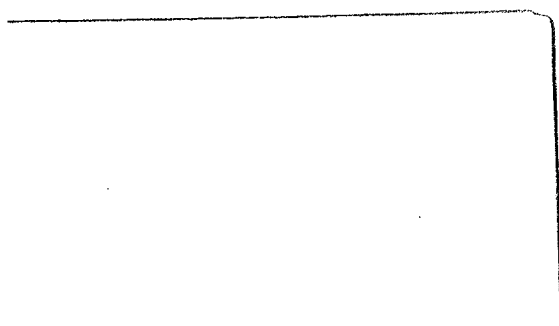
Exhibit A
Page 3

Sketch of Crossing

field



Route 96



Scale:
None

BNSF



CHERYL L. TOWNLIAN
Manager of Public Projects

Burlington Northern Santa Fe

3253 E. Chestnut Expressway
Springfield, MO 65802
Phone (417) 864-2154
Fax (417) 864-2498

January 4, 2001

Darrell W. McMurray, P.E.
Engineer of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, IL 62764

RECEIVED
JAN 11 2001
Illinois Commerce Commission
RAIL SAFETY SECTION

Dear Mr. McMurray,

This has reference to your letter of July 31, 2000 regarding the estimate for improvements at TR5 DOT #004765N, MP 230.71 in Hancock County.

Attached is a revised estimate with adjustments to the labor for this project. At the time the estimates were requested BNSF Signal had no way of knowing how these projects would be combined in the stipulated agreement. We there for could not determine labor benefits of having other projects in the area. As it has turned out this project will be scheduled several months after those projects.

Two bungalows will be required for this job due to the fact that we have a set of double crossovers in the approach to this crossing. This will require significant circuitry changes as well additional labor when we upgrade to Constant Warning Time.

If you have any questions or if I can be of further assistance, please call me at (417) 864-2154.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Cheryl Townlian".

Cheryl Townlian

Cc: Michael Stead, ICC
Tony Lehman
Lyn Hartley

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
STATE OF ILLINOIS

LOCATION - NIOTA DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

CHANGES AT TR-5 NIOTA, IL. DOT 004-765N WITH NEW BUNGALOWS (2), FLA/GATES, CONSTANT WARNINGS (3), BATTERIES, CHARGERS, RELAYS, CABLE, TERMINATIONS, HIGH WIND GUARDS, ETC.

THE ATTACHED MATERIAL LIST REFLECTS TYPICAL, REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE.

THEY CAN BE EXPECTED TO CHANGE AFTER ENGINEERING PROCESS, DETAIL AND ACCURATE MATERIAL LIST WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THIS ESTIMATE GOOD FOR 90 DAYS, THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE DUE TO COST FOR MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS TO PAY 50%, BNSF TO PAY 50%

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/POWER TRANS SYS	60.00	MH	1,266	
SIGNAL FIELD LABOR	880.00	MH	19,881	
SIGNAL SHOP LABOR	128.00	MH	2,604	
PAYROLL ASSOCIATED COSTS			14,769	
EQUIPMENT EXPENSES			4,012	
SUPERVISION EXPENSES			16,313	
PERDIEM EXPENSES			7,150	
INSURANCE EXPENSES			3,561	
TOTAL LABOR COST			69,556	69,556

MATERIAL				

BATTERY & CHARGERS	2.00	EA	8,200	
BUNGALOW 6X6 PER SKR101	2.00	EA	10,364	
BUNGALOW MATERIAL	2.00	EA	11,926	
CABLE	1.00	LS	3,588	
FIELD MATERIAL	1.00	EA	2,867	
FLS/GATES, BELLS, & FOUND.	2.00	EA	13,502	
HIGH WIND GUARDS	2.00	EA	200	
HXP-PMD3R2 W/RSI & RMM	3.00	EA	59,925	
MATERIAL FOR ELECTRICAL	2.00	EA	3,000	
MISC. MATERIAL	1.00	EA	2,000	
TERMINATIONS, FSS-2A	8.00	EA	4,400	
TRACK WIRE	1.00	LS	1,700	
VIGILANT RECORDER	1.00	EA	1,660	
STORE EXPENSES			3,039	
USE TAX			7,891	
OFFLINE TRANSPORTATION			1,549	
TOTAL MATERIAL COST			135,811	135,811

OTHER				

CONTRACT ENGR.	1.00	EA	8,000	
DIRECT SHIPPING	1.00	LS	2,300	
TOTAL OTHER ITEMS COST			10,300	10,300
PROJECT SUBTOTAL				215,667
CONTINGENCIES				21,566
BILL PREPARATION FEE				1,187
GROSS PROJECT COST				238,420

LESS COST PAID BY BNSF

119,212

TOTAL BILLABLE COST

119,208
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